

1 Michael L. Wroniak, Esq. (State Bar No. 210347)
2 Allison N. Imam-Hedrick, Esq. (State Bar No. 345539)
3 Adam A. Ainslie, Esq. (State Bar No. 311427)
4 **COLLINS + COLLINS LLP**
5 **750 The City Drive, Suite 400**
6 **Orange, CA 92868**
7 **(714) 823-4100 - FAX (714) 823-4101**
8 **Email: mwroniak@ccllp.law**
9 **Email: aimam-hedrick@ccllp.law**
10 **Email: aainslie@ccllp.law**

11 Attorneys for Defendants
12 CITY OF PLACENTIA, OFFICER CONTRERAS, OFFICER LEMUS, SGT. TOM
13 MCKENZIE, CHIEF BUTTS, FORMER CHIEF LENYI
14

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

17 NOAH SHUMATE,
18 Plaintiff,
19
20 vs.
21

22 CITY OF PLACENTIA; OFCR.
23 CAMARGO; OFCR CONTRERAS;
24 OCFR LEMUS; SGT. MCKENZIE;
25 CHEIF BUTTS; FORMER CHIEF
26 LENYI, individually and in their
27 official capacities; and DOES 1-10
28 inclusive,

29 Defendants.

30 CASE NO. 2:24-cv-6532FMO-SSC
31 *Assigned to Hon. Fernando M. Olguin in*
32 *Dept. Courtroom 6D*

33 **DISCOVERY MATTER**

34 **[PROPOSED] STIPULATED**
35 **PROTECTIVE ORDER**

36 Complaint Filed: 8/01/2024
37 Trial Date: None

38 ////

39 ////

40 ////

41 ////

42 26759

1 Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiff Noah Shumate and
2 Defendants City of Placentia, Officer Contreras, Officer Lemus, Sergeant McKenzie,
3 Chief Butts, and Former Chief Lenyi (collectively, the Parties) hereby stipulate to, and
4 move the Court to enter, this Protective Order¹, on the grounds that the discovery
5 sought is highly sensitive.

6

7 **1. GENERAL**

8 **1.1. PURPOSES & LIMITATIONS**

9 Discovery in this action is likely to involve production of confidential,
10 proprietary, or private information for which special protection from public disclosure
11 and from use for any purposes other than prosecuting this litigation may be warranted.
12 Accordingly, the Parties hereby stipulate to and petition the Court to enter this
13 Protective Order (“Order”). The Parties acknowledge that this Order does not confer
14 blanket protections on all disclosures or responses to discovery and the protection that
15 it affords from public disclosure and use extends only to the limited information or
16 items that are entitled to confidential treatment under applicable legal principles. The
17 Parties further acknowledge, as set forth in Section 12.3 below, that this Order does
18 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets
19 forth the procedures that must be followed and the standards that will be applied when
20 a party seeks permission from the Court to file material under seal.

21 **1.2. GOOD CAUSE STATEMENT**

22 This action involves the City of Placentia and peace officers employed by the
23 City of Placentia Police Department. Plaintiff will seek materials and information the
24 City of Placentia (“City”) maintains as confidential, such as personnel files of the
25 Officers involved in the Incident, Internal Affairs materials and information, video
26 recordings, local criminal history information, video recordings, body worn camera

27 ¹ This stipulated protective order is substantially based on the model protective order published and
28 used throughout the Central District.

26759

1 footage, criminal investigative files, and other administrative materials and other
2 information that the City believes need special protection from public disclosure and
3 from use for any purpose other than prosecuting this litigation.

4 Accordingly, to expedite the flow of information, to facilitate the prompt
5 resolution of disputes over confidentiality of discovery materials, to adequately protect
6 information the Parties are permitted reasonable necessary uses of such material in
7 preparation for and in the conduct of trial, to address their handling at the end of the
8 litigation, and serve the ends of justice, a protective order for such information is
9 justified in this matter. It is the intent of the Parties that information will not be
10 designated as confidential for tactical reasons and that nothing be so designated without
11 a good faith belief that it has been maintained in a confidential, non-public manner,
12 and there is good cause why it should not be part of the public record of this case.

13 **1.3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

14 The parties further acknowledge, as set forth in Section 12.3, below, that this
15 Stipulated Protective Order does not entitle them to file confidential information under
16 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
17 standards that will be applied when a party seeks permission from the court to file
18 material under seal. There is a strong presumption that the public has a right of access
19 to judicial proceedings and records in civil cases. In connection with non-dispositive
20 motions, good cause must be shown to support a filing under seal. *See, Kamakana v.*
21 *City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
22 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
23 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
24 require good cause showing), and a specific showing of good cause or compelling
25 reasons with proper evidentiary support and legal justification, must be made with
26 respect to Protected Material that a party seeks to file under seal. The Parties' mere
27 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
28

26759

1 without the submission of competent evidence by declaration, establishing that the
2 material sought to be filed under seal qualifies as confidential, privileged, or otherwise
3 protectable—constitute good cause. Further, if a party requests sealing related to a
4 dispositive motion or trial, then compelling reasons, not only good cause, for the
5 sealing must be shown, and the relief sought shall be narrowly tailored to serve the
6 specific interest to be protected. *See, Pintos v. Pacific Creditors Ass 'n.*, 605 F.3d 665,
7 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought
8 to be filed or introduced under seal, the party seeking protection must articulate
9 compelling reasons, supported by specific facts and legal justification, for the
10 requested sealing order. Again, competent evidence supporting the application to file
11 documents under seal must be provided by declaration. Any document that is not
12 confidential, privileged, or otherwise protectable in its entirety will not be filed under
13 seal if the confidential portions can be redacted. If documents can be redacted, then a
14 redacted version for public viewing, omitting only the confidential, privileged, or
15 otherwise protectable portions of the document, shall be filed. Any application that
16 seeks to file documents under seal in their entirety should include an explanation of
17 why redaction is not feasible.

18

19 2. DEFINITIONS

20 2.1. **Action:** *Noah Shumate v. Thomas McKenzie, et al.*, case no. 2:24-cv-6532FMO-
21 SSC.

22 2.2. **Challenging Party:** a Party or Non-Party that challenges the designation of
23 information or items under this Order.

24 2.3. **“CONFIDENTIAL” Information or Items:** information (regardless of how it
25 is generated, stored, or maintained) or tangible things that qualify for protection under
26 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
27 Statement.

28

1 2.4. **Counsel:** Outside Counsel of Record and House Counsel (as well as their
2 support staff).

3 2.5. **Designating Party:** a Party or Non-Party that designates information or items
4 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

5 2.6. **Disclosure or Discovery Material:** all items or information, regardless of the
6 medium or manner in which it is generated, stored, or maintained (including, among
7 other things, testimony, transcripts, and tangible things), that are produced or generated
8 in disclosures or responses to discovery in this matter.

9 2.7. **Expert:** a person with specialized knowledge or experience in a matter pertinent
10 to the litigation who has been retained by a Party or its counsel to serve as an expert
11 witness or as a consultant in this Action.

12 2.8. **House Counsel:** attorneys who are employees of a Party to this Action. House
13 Counsel does not include Outside Counsel of Record or any other outside counsel.

14 2.9. **Non-Party:** any natural person, partnership, corporation, association, or other
15 legal entity not named as a Party to this Action.

16 2.10. **Outside Counsel of Record:** attorneys who are not employees of a Party to this
17 Action but are retained to represent or advise a Party to this Action and have appeared
18 in this Action on behalf of that Party or are affiliated with a law firm that has appeared
19 on behalf of that Party, including support staff.

20 2.11. **Party:** any Party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.12. **Producing Party:** a Party or Non-Party that produces Disclosure or Discovery
24 Material in this Action.

25 2.13. **Professional Vendors:** persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27

28
26759

1 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
2 their employees and subcontractors.

3 **2.14. Protected Material:** any Disclosure or Discovery Material that is designated as
4 “CONFIDENTIAL.”

5 **2.15. Receiving Party:** a Party that receives Disclosure or Discovery Material from a
6 Producing Party.

7

8 **3. SCOPE**

9 The protections conferred by this Stipulation and Order cover not only Protected
10 Material (as defined above), but also (1) any information copied or extracted from
11 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
12 Material; and (3) any testimony, conversations, or presentations by Parties or their
13 Counsel that might reveal Protected Material.

14 Any use of Protected Material at trial shall be governed by the orders of the trial
15 judge. This Order does not govern the use of Protected Material at trial.

16

17 **4. DURATION**

18 Once a case proceeds to trial, all of the court-filed information to be introduced
19 that was previously designated as confidential or maintained pursuant to this Order
20 becomes public and will be presumptively available to all members of the public,
21 including the press, unless compelling reasons supported by specific factual findings
22 to proceed otherwise are made to the trial judge in advance of the trial. *See, Kamakana*
23 *v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing
24 “good cause” showing for sealing documents produced in discovery from “compelling
25 reasons” standard when merits-related documents are part of court record).
26 Accordingly, the terms of this Order do not extend beyond the commencement of the
27 trial.

28

26759

5. DESIGNATING PROTECTED MATERIAL

5.1. EXERCISE OF RESTRAINT AND CARE IN DESIGNATING MATERIAL FOR PROTECTION

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2. MANNER AND TIMING OF DESIGNATIONS

Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2.1 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires the following:

5.2.1. for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix, at a minimum, the legend “CONFIDENTIAL” (hereinafter

1 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
2 portion or portions of the material on a page qualifies for protection, the Producing
3 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
4 markings in the margins).

5 A Party or Non-Party that makes original documents available for inspection
6 need not designate them for protection until after the inspecting Party has indicated
7 which documents it would like copied and produced. During the inspection and before
8 the designation, all of the material made available for inspection shall be deemed
9 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
10 copied and produced, the Producing Party must determine which documents, or
11 portions thereof, qualify for protection under this Order. Then, before producing the
12 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
13 to each page that contains Protected Material. If only a portion or portions of the
14 material on a page qualifies for protection, the Producing Party also must clearly
15 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

16 5.2.2. for testimony given in depositions that the Designating Party identify the
17 Disclosure or Discovery Material on the record, before the close of the deposition.

18 5.2.3. for information produced in some form other than documentary and for
19 any other tangible items, that the Producing Party affix in a prominent place on the
20 exterior of the container or containers in which the information is stored the legend
21 “CONFIDENTIAL.” If only a portion or portions of the information warrants
22 protection, the Producing Party, to the extent practicable, shall identify the protected
23 portion(s).

24 **5.3. INADVERTENT FAILURES TO DESIGNATE**

25 If timely corrected, an inadvertent failure to designate qualified information or
26 items does not, standing alone, waive the Designating Party’s right to secure protection
27 under this Order for such material. Upon timely correction of a designation, the
28

1 Receiving Party must make reasonable efforts to assure that the material is treated in
2 accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1. TIMING OF CHALLENGES

Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2. MEET AND CONFER

The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1, *et seq.* Any discovery motion must strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

6.3. JOINT STIPULATION

Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

6.4. BURDEN

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 BASIC PRINCIPLES

A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting,

1 defending, or attempting to settle this Action. Such Protected Material may be
2 disclosed only to the categories of persons and under the conditions described in this
3 Order. When the Action has been terminated, a Receiving Party must comply with the
4 provisions of Section 13 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 **7.2. DISCLOSURE OF “CONFIDENTIAL” INFORMATION OR ITEMS**

9 Unless otherwise ordered by the Court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or item designated
11 “CONFIDENTIAL” only to:

12 7.2.1. the Receiving Party’s Outside Counsel of Record in this Action, as well
13 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
14 disclose the information for this Action;

15 7.2.2. the officers, directors, and employees (including House Counsel) of the
16 Receiving Party to whom disclosure is reasonably necessary for this Action;

17 7.2.3. Experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this Action and who have signed the
19 “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

20 7.2.4. the Court and its personnel;

21 7.2.5. court reporters and their staff;

22 7.2.6. professional jury or trial consultants, mock jurors, and Professional
23 Vendors to whom disclosure is reasonably necessary for this Action and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

25 7.2.7. the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information;

27

28

26759

1 7.2.8. during their depositions, witnesses, and attorneys for witnesses, in the
2 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
3 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
4 not be permitted to keep any confidential information unless they sign the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
6 by the Designating Party or ordered by the Court. Pages of transcribed deposition
7 testimony or exhibits to depositions that reveal Protected Material may be separately
8 bound by the court reporter and may not be disclosed to anyone except as permitted
9 under this Stipulated Protective Order; and

10 7.2.9. any mediator or settlement officer, and their supporting personnel,
11 mutually agreed upon by any of the parties engaged in settlement discussions.

12

13 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
14 **PRODUCED IN OTHER LITIGATION**

15 If a Party is served with a subpoena or a court order issued in other litigation that
16 compels disclosure of any information or items designated in this Action as
17 “CONFIDENTIAL,” that Party must:

18 8.1. promptly notify in writing the Designating Party. Such notification shall include
19 a copy of the subpoena or court order;

20 8.2. promptly notify in writing the party who caused the subpoena or order to issue
21 in the other litigation that some or all of the material covered by the subpoena or order
22 is subject to this Protective Order. Such notification shall include a copy of this
23 Stipulated Protective Order; and

24 8.3. cooperate with respect to all reasonable procedures sought to be pursued by the
25 Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with
27 the subpoena or court order shall not produce any information designated in this action
28

1 as "CONFIDENTIAL" before a determination by the court from which the subpoena
2 or order issued, unless the Party has obtained the Designating Party's permission. The
3 Designating Party shall bear the burden and expense of seeking protection in that court
4 of its confidential material and nothing in these provisions should be construed as
5 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
6 directive from another court.

7

8 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
9 PRODUCED IN THIS LITIGATION**

10 9.1. The terms of this Order are applicable to information produced by a Non-Party
11 in this Action and designated as "CONFIDENTIAL." Such information produced by
12 Non-Parties in connection with this litigation is protected by the remedies and relief
13 provided by this Order. Nothing in these provisions should be construed as prohibiting
14 a Non-Party from seeking additional protections.

15 9.2. In the event that a Party is required, by a valid discovery request, to produce a
16 Non-Party's confidential information in its possession, and the Party is subject to an
17 agreement with the Non-Party not to produce the Non-Party's confidential information,
18 then the Party shall:

19 9.2.1. promptly notify in writing the Requesting Party and the Non-Party that
20 some or all of the information requested is subject to a confidentiality agreement with
21 a Non-Party;

22 9.2.2. promptly provide the Non-Party with a copy of the Stipulated Protective
23 Order in this Action, the relevant discovery request(s), and a reasonably specific
24 description of the information requested; and

25 9.2.3. make the information requested available for inspection by the Non-Party,
26 if requested.

27

28

26759

1 9.3. If the Non-Party fails to seek a protective order from this Court within 14 days
2 of receiving the notice and accompanying information, the Receiving Party may
3 produce the Non-Party's confidential information responsive to the discovery request.
4 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
5 any information in its possession or control that is subject to the confidentiality
6 agreement with the Non-Party before a determination by the Court. Absent a court
7 order to the contrary, the Non-Party shall bear the burden and expense of seeking
8 protection in this Court of its Protected Material.
9

10 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
12 Protected Material to any person or in any circumstance not authorized under this
13 Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing
14 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve
15 all unauthorized copies of the Protected Material, (3) inform the person or persons to
16 whom unauthorized disclosures were made of all the terms of this Order, and
17 (4) request such person or persons to execute the "Acknowledgment and Agreement to
18 Be Bound" that is attached hereto as **Exhibit A**.
19

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
21 PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other protection,
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
26 may be established in an e-discovery order that provides for production without prior
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
28

26759

1 parties reach an agreement on the effect of disclosure of a communication or
2 information covered by the attorney-client privilege or work product protection, the
3 parties may incorporate their agreement in the stipulated protective order submitted to
4 the Court.

6 **12. MISCELLANEOUS**

7 **12.1. RIGHT TO FURTHER RELIEF**

8 Nothing in this Order abridges the right of any person to seek its modification
9 by the Court in the future.

10 **12.2. RIGHT TO ASSERT OTHER OBJECTIONS**

11 By stipulating to the entry of this Protective Order, no Party waives any right it
12 otherwise would have to object to disclosing or producing any information or item on
13 any ground not addressed in this Stipulated Protective Order. Similarly, no Party
14 waives any right to object on any ground to use in evidence of any of the material
15 covered by this Protective Order.

16 **12.3. FILING PROTECTED MATERIAL**

17 A Party that seeks to file under seal any Protected Material must comply with
18 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
19 court order authorizing the sealing of the specific Protected Material at issue; good
20 cause must be shown in the request to file under seal. If a Party's request to file
21 Protected Material under seal is denied by the Court, then the Receiving Party may file
22 the information in the public record unless otherwise instructed by the Court.

24 **13. FINAL DISPOSITION**

25 After the final disposition of this Action, within 60 days of a written request by
26 the Designating Party, each Receiving Party must return all Protected Material to the
27 Producing Party or destroy such material. As used in this subdivision, "all Protected
28

1 "Material" includes all copies, abstracts, compilations, summaries, and any other format
2 reproducing or capturing any of the Protected Material. Whether the Protected Material
3 is returned or destroyed, the Receiving Party must submit a written certification to the
4 Producing Party (and, if not the same person or entity, to the Designating Party) by the
5 60 day deadline that (1) identifies (by category, where appropriate) all the Protected
6 Material that was returned or destroyed, and (2) affirms that the Receiving Party has
7 not retained any copies, abstracts, compilations, summaries or any other format
8 reproducing or capturing any of the Protected Material. Notwithstanding this
9 provision, counsel are entitled to retain an archival copy of all pleadings, motion
10 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
11 deposition and trial exhibits, expert reports, attorney work product, and consultant and
12 expert work product, even if such materials contain Protected Material. Any such
13 archival copies that contain or constitute Protected Material remain subject to this
14 Protective Order as set forth in Section 4 (DURATION).

15

16 **14. VIOLATION**

17 Any violation of this Order may be punished by any and all appropriate measures
18 including, without limitation, contempt proceedings and/or monetary sanctions.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

26759

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 10/03/2025

COLLINS + COLLINS LLP

ALEISON N. IMAM-HEDRICK

MICHAEL L. WRONIAK

ADAM A. AINSLIE

Attorneys for Defendants

CITY OF PLACENTIA, OFFICER
CONTRERAS, OFFICER LEMUS, SGT.
TOM MCKENZIE, CHIEF BUTTS,
FORMER CHIEF LENYI

DATED: 10/03/2025

LAW OFFICES OF CAREE HARPER

By: /s/ *Caree Harper*

CAREE HARPER

Attorney for Plaintiff NOAH SHUMATE

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
2
3

4 DATED: October 14, 2025

5 
6 HON. STEPHANIE S. CHRISTENSEN
7 UNITED STATES MAGISTRATE JUDGE
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

26759

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ [full name], of _____
5 [full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the United States District
7 Court for the Central District of California on _____ [date] in the case of
8 _____ [insert case
9 name and number]. I agree to comply with and to be bound by all the terms of this
10 Stipulated Protective Order and I understand and acknowledge that failure to so comply
11 could expose me to sanctions and punishment in the nature of contempt. I solemnly
12 promise that I will not disclose in any manner any information or item that is subject
13 to this Stipulated Protective Order to any person or entity except in strict compliance
14 with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [full
19 name] of _____ [full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23 Date: _____

24 City and State where signed: _____

25 Printed name: _____

26 Signature: _____

27 26759

1 **PROOF OF SERVICE**
2 (CCP §§ 1013(a) and 2015.5; FRCP 5)

3 State of California,)
4) ss.
5 County of Los Angeles.)

6 I am employed in the County of Los Angeles. I am over the age of 18 and not a party to the within action. My business
7 address is 790 E. Colorado Boulevard, Suite 600, Pasadena, CA 91101.

8 On this date, I served the foregoing document described as **[PROPOSED] STIPULATED PROTECTIVE ORDER** on the
9 interested parties in this action by placing same in a sealed envelope, addressed as follows:

10 **SEE ATTACHED SERVICE LIST**

11 **(BY MAIL)** - I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States mail in Pasadena,
12 California to be served on the parties as indicated on the attached service list. I am "readily familiar" with the firm's practice of
13 collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on
14 that same day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on
15 motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after
16 date of deposit for mailing in affidavit.

17 **(BY CERTIFIED MAIL)** - I caused such envelope(s) with postage thereon fully prepaid via Certified Mail Return Receipt
18 Requested to be placed in the United States Mail in Pasadena, California.

19 **FEDERAL EXPRESS** - I caused the envelope to be delivered to an authorized courier or driver authorized to receive documents
20 with delivery fees provided for.

21 **(BY ELECTRONIC FILING AND/OR SERVICE)** - I served a true copy, with all exhibits, electronically on designated
22 recipients listed on the attached service list.

23 **(ELECTRONIC SERVICE PER CODE CIV. PROC., § 1010.6)** - By prior consent or request or as required by rules of
24 court (Code Civ. Proc., § 1010.6 (amended Jan. 1, 2021); Code Civ. Proc., § 1013(g); Cal. Rules of Court, rule 2.251(a)).

25 **(BY PERSONAL SERVICE)** - I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s).

26 Executed on 10/03/2025 at Pasadena, California.

27 **(STATE)** - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

28 **(FEDERAL)** - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was
made.

29
30 Click "Once" and Type "Name of Person Serving Document" here
31 xx@ccllp.law

32 26759

1 NOAH SHUMATE V. CITY OF PLACENTIA, ET AL.
2 Case Number: 2:24-cv-6532FMO-SSC
3 CCLLP File Number: 26759

4 **SERVICE LIST**
5

6 Caree Harper
7 LAW OFFICES OF CAREE HARPER
8 401 Wilshire Blvd. Suite 1200
9 Santa Monica, CA 90401
10 T: (213) 386-5078
11 chl@attorneyharper.com
12 careeharper@aol.com
13 jorge@attorneyharper.com
14 dwc4009@sbcglobal.net

15 ATTORNEYS FOR PLAINTIFF NOAH SHUMATE
16
17
18
19
20
21
22
23
24
25
26
27
28

26759

20

[PROPOSED] STIPULATED PROTECTIVE ORDER